

PRIVATE ROAD CROSSING & ROADWAY PERMIT NO. 100171

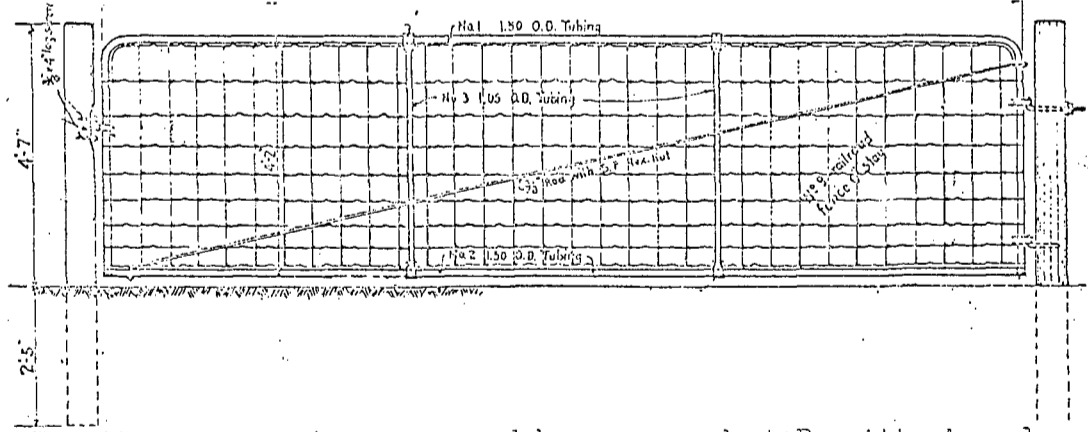
NORTHERN PACIFIC RAILWAY COMPANY, a Wisconsin corporation, hereinafter called Railway Company, in consideration of the agreements herein contained, hereby permits (b) (6), of Renton, Washington, hereinafter called Permittee, to use and maintain an existing private road upon and across its right of way at the location described as follows:

A 10-foot gravel road upon Railway Company's right of way for its Belt Line in Government Lot 2 of Section 32, Township 24 North, Range 5 East, W.M., in the County of King and State of Washington, at Quendall Station, extending northeasterly approximately 943 feet along the northwesterly edge of said right of way from a 60-foot crossing, the center line of which intersects the center line of Railway Company's main track as now constructed at a point therein distant 1775 feet southwesterly, measured along said track center line, from Mile Post 6 (which mile post is approximately 1162 feet southwesterly, measured along said track center line, from the north line of said section). Together with permission to use the northeasterly 30 feet of said crossing.

The location of said private road is indicated by yellow color on Railway Company's sketch dated January 9, 1968, marked Exhibit "A", attached hereto and made a part hereof.

tyf: #215,769-6 (b) (6) 6-1-75
Subject to the following terms, conditions and provisions:

1. Permittee will pay in advance ten and no/100 dollars (\$10.00) for each year this permit remains in effect. The provision for payment annually in no way impairs Railway Company's right to terminate this permit pursuant to paragraph 8 hereof. No portion of the payment made hereunder will be refunded upon termination of this permit.
2. The crossing, roadway and all drainage facilities made necessary thereby shall be maintained at the expense of Permittee in a good and workmanlike manner, and the crossing and roadway shall be made and kept as safe for travel as possible.
3. Should the right of way be fenced at the location described, Permittee shall construct and maintain crossing gates at Permittee's expense. Said gates shall be constructed in accordance with Railway Company's standard plan shown below or equal and shall be kept closed and locked excepting when necessary to be opened for travel. Permittee agrees to assume all damages of every kind whatsoever resulting from Permittee's failure to keep gates closed and locked as agreed in this paragraph.



USEPA SF
1338137

4. Permittee agrees to remove and keep removed at Permittee's sole expense any vegetation that will interfere with approaching trains being seen for a distance of not less than five hundred feet in each direction from any point in the road approaching said crossing at a distance of not less than fifty feet from the nearest rail.
5. Permittee shall limit the use of said private road to Permittee and Permittee's employees, agents, invitees, or licensees for the purpose of gaining access to Permittee's adjacent property.

6. Permittee agrees to assume all risk of and to indemnify and hold harmless Railway Company from any and all loss, cost, damage, or injury to persons, including death resulting therefrom, or to property arising or growing out of the existence or use of said private road upon Railway Company's property or arising or growing out of said private road crossing Railway Company's track, regardless of how such loss, cost, damage, injury, or death may arise, and notwithstanding that it may arise in whole or in part from the negligence of Railway Company or its employees, agents, or servants.

7. It is agreed that the provisions of paragraphs 3 and 6 are for the equal protection of any other railroad company or companies heretofore or hereafter granted the joint use of Railway Company's property upon which said private road is located.

8. Either party may terminate this permit at any time upon thirty (30) days' written notice to the other party. Permittee shall give its notice to the Properties and Industrial Development Department of Railway Company at 820 Central Building, Seattle, Washington 98104, by United States mail; Railway Company may give its notice in the same manner to Permittee at 8435 - 104th Avenue S.E., Renton, Washington 98056, or may serve same personally on Permittee, or post on the premises.

9. Permittee shall not assign or transfer this permit without the written approval of Railway Company.

10. Railway Company reserves the right to make any use of said premises not inconsistent with this permit.

11. Railway Company reserves the right at any time to permit other parties to use the road described in this permit in common with Permittee herein. Railway Company will cause any such other party to execute a permit identical to the permit executed by Permittee herein. It is understood and agreed between the parties hereto that it is impractical for Railway Company to apportion among Permittee herein and such other parties the liabilities and responsibilities required by the terms, conditions and provisions of the permit. Therefore, in consideration of this permit Permittee agrees that any division of liability or responsibility between Permittee and such other parties shall be the responsibility of Permittee and such other parties and not of the Railway Company.

IN WITNESS WHEREOF, the parties hereto have executed these presents in duplicate this first day of June, 1968.

Witnesses to execution by Permittee:

Ira J. Woodard
Joyce L. Stearns

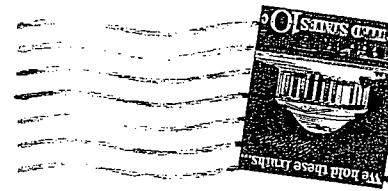
NORTHERN PACIFIC RAILWAY COMPANY

By Richard O. Larson
Western Manager Industrial Development

(b) (6)

Vice President and
Controller Division
176 East Fifth Street
St. Paul, Minnesota 55101

700808
Payment Processed
1603
7-28



BURLINGTON NORTHERN INC.
P. O. BOX 3270
ST. PAUL, MINNESOTA 55101

Seattle, Washington
May 19, 1975

File: 215,769
T-628

Mr. (b) (6)

On February 24, 1975, I wrote you requesting that you contact M^{(b) (6)} in connection with his execution of Agreement No. 215,769 covering transfer of former Lease No. 100171(NP) in favor of J. M. Spencer.

On March 14, 1975, you were traced for an answer to my letter of February 24, but to date we have not heard from you.

Kindly advise quickly per my letter of February 24.

D. H. Burns
Superintendent

BR/kme

cc: Mr. S. S. vonHelmst

TRACER 7-10-75

THIS IS COPY OF LETTER SENT YOU
AS WE HAVE NO RECORD OF RECEIVING REPLY
PLEASE ADVISE STATUS AT THIS TIME

WORLD FOR REPLY

TRACER 7-12-75

THIS IS COPY OF LETTER SENT YOU.
AS WE HAVE NO RECORD OF RECEIVING REPLY
PLEASE ADVISE STATUS AT THIS TIME.



BURLINGTON NORTHERN INC.

176 EAST FIFTH STREET
ST. PAUL, MINNESOTA 55101

(b) (6)

RENTON WASH 98055

08/01/75
DATE

065-700806
NUMBER

REMIT TO TREASURER AT ABOVE ADDRESS

LEASE OR CONTRACT NO.	DESCRIPTION OF LEASE OR CONTRACT	AMOUNT
100171	001 ROADWAY & XING PERMIT AT QUENEAU WASH FOR PERIOD ENDING 5/31/76 <i>Not tracing</i>	\$10.00
DUPLICATE - RETURN WITH REMITTANCE		

FORM 30034

PAST DUE
JUL 4 1975

10P-100171

215769

Seattle, Washington
May 19, 1975

File: 215,769
T-628

SVH
Zuendell, Wash

SVH-6-23

Industrial Department and Procurement Dept.	
JUN 23 1975	
JCK	WAB
JCW	TJF
JHS	REA
JHD	GPP
JES	ARW
JNI	WJG
JEB	
AWG	FILE

Mr. (b) (6)

On February 24, 1975, I wrote you requesting that you contact Mr. Jack L. Colombi in connection with his execution of Agreement No. 215,769 covering transfer of former Lease No. 100171(NP) in favor of J. M. Spencer.

On March 14, 1975, you were traced for an answer to my letter of February 24, but to date we have not heard from you.

Kindly advise quickly per my letter of February 24.

D. H. Burns
Superintendent

BR/kme

cc: Mr. S. S. vonHelmst

TRACER 6-20-75

THIS IS COPY OF LETTER SENT YOU
AS WE HAVE NO RECORD OF RECEIVING REPLY
PLEASE ADVISE STATUS AT THIS TIME

SVH
8/30/75

HOLD FOR REPLY
UNTIL *6/29*

8/30/75

Seattle, Washington
May 19, 1975

File: 215,769
T-628

Mr. (b) (6)

On February 24, 1975, I wrote you requesting that you contact (b) (6) in connection with his execution of Agreement No. 215,769 covering transfer of former Lease No. 100171(NP) in favor of J. M. Spencer.

On March 14, 1975, you were traced for an answer to my letter of February 24, but to date we have not heard from you.

Kindly advise quickly per my letter of February 24.

D. H. Burns
Superintendent

BR/kme

cc: Mr. S. S. vonHelmst

7/16 X
5041

6/22 X
5041

Indicate the assignment and properly initial the Dept.	
MAY 22 1975	
MR.	B
MR.	TJF
MR.	REA
MR.	GPP
MR.	RPW
MR.	WJG
MR.	FILE

SPEED LETTER.

TO D. H. Burr

FROM Stanley J. Belmont

Seattle Washington

St Paul August, Mary

SUBJECT Proposed lease 215769 to

(b) (6)

—NO. 9 & 10 FOLD

MESSAGE

DATE May 12 1975

Please advise us concerning your letter

of Feb 24, 1975 to

(b) (6)

regarding

the return of 215769.

SIGNED

Stanley J. Belmont

REPLY

DATE _____ 19____

—NO. 9 FOLD

—NO. 10 FOLD

4/25/75

SIGNED _____

Seattle, Washington
February 24, 1975

File: 215,769
T-290

Mr. (b) (6) :

On August 1, 1973, (b) (6), (b) (6), Renton, Washington, made application to have Lease #100171 (NP) in favor of (b) (6), transferred to him. Original Form #16001 was lost and duplicate made and forwarded to St. Paul on August 7, 1974.

On October 8, 1974, I forwarded Private Roadway and Crossing Agreement #215,769 covering a 60 foot plank road crossing and a 12 foot access road at Quendall, Washington to (b) (6) for execution. To date he has not executed agreement nor sent his check covering first rental period.

Kindly contact (b) (6) and secure executed Agreement 215,769 and his check in the amount of \$60.00 and forward to this office. If (b) (6) no longer has use of this road and crossing we should be so advised and arrangements made to cancel agreement and crossing removed and barricaded.

D. H. Burns
Superintendent

BR/semf

cc: Mr. S. S. vonHelmst

5/12/75
X
1/7/75

Index	and
Prop	cept
FEB 28 1975	
RE	
JO	
AMS	
RE	
MS	
UNI	
DE	
AW	013-3-3-75

SPEED LETTER ®

TO D.H. Burns FROM Stanley Sun HelmsSUBJECT Seattle, Washington
proposed case 215769 to (b) (6) St Paul property man
at Portland

—No. 9 & 10 FOLD

MESSAGE

DATE Jan 31 19 75

Please advise us concerning our letter to your office of Sept 27, 1974. Within this letter we requested the return of the executed copies of 215769.

SIGNED

Stanley Sun Helms

REPLY

DATE _____ 19 _____

—No. 9 FOLD

—No. 10 FOLD

SIGNED

GrayLine

"SNAP-A-WAY" FORM 44-902 3-PARTS

WILSON JONES COMPANY • © 1961 • PRINTED IN U.S.A.

SNAP-A-WAY AND RETAIN YELLOW COPY. SEND WHITE AND PINK COPIES WITH CARBON INTACT

3/7/75

INDUSTRIAL DEVELOPMENT AND PROPERTY MANAGEMENT

St. Paul, Minnesota
September 27, 1974

Mr. (b) (6) s:

Attached please find proposed Private Roadway & Crossing Agreement No. 215,769 issued in favor of (b) (6) covering a 60 foot plank road crossing together with a 12 foot access roadway in Quendall, Washington as shown colored green on Exhibit "A" dated September 17, 1974 attached to the agreement. Permit No. 215,769 is a transfer of (NP) Lease No. 100,171 dated June 1, 1968 from (b) (6). The agreement is effective as of June 1, 1974 with a rental of \$60.00 per year.

Would you at this time please have both copies of the agreement executed on behalf of (b) (6) in the presence of witnesses and return them to this office for completion together with a check in the amount of \$60.00 to cover the first rental period. One copy of this agreement will then be returned to (b) (6) for his records.

S. S. von Helmst
Lease Representative

SvH:sd
Att.

2/11
SvH

2/28
SvH

12/28

Seattle, Wash.
August 7, 1974

Mr. S. S. von Helmst
Lease Representative
St. Paul, Minn.

18 should be in open case.

Please see your copy of (b) (6) letter of August 6th to (b) (6) regarding transfer of Lease No. 100,171 which covers use of a private road crossing and roadway at Quendall.

As you know the original application was initiated on Oct. 18, 1973 but it never reached your office. The request was again submitted on August 1, 1974 and we are attaching hereto the approved form 16001. In view of the time which has elapsed since this request was made it is assumed you will endeavor to expedite handling issuance of a new permit to (b) (6).

J. J. GORDON, Manager
Property Management

cc: Mr. D. H. Burns - File T-1094

kj

Industrial Development and Property Management Dept.	
AUG 12 1974	
JCK	RNB
JCW	TIF
MMS	REA
HDH	GPP
HDS	EPW
JHI	WJG
JEB	
AW	

OP-8-12-74

APPLICATION FOR LEASE OF SITE AND/OR BUILDING

TO BE COMPLETED BY APPLICANT
(Please use typewriter)



Date Aug 1 19 74

1. At or near what City or Village is site located? Renton State Wash
2. Full name and address of Applicant (Also show billing address if not the same): (b) (6)
(b) (6) Renton, Wash. 98055
3. If Applicant is a corporation, in what state incorporated? no
If an individual, under what firm name is business conducted? _____
If partnership, give names of all partners: _____
4. Business of Applicant: none
5. What property is required? (Attach sketch to show site) Lots 14 & 15 Block A. Hillmans Lake
Washington Garden of Eden to Seattle #2
6. What use will be made of site? Homesite
7. List any buildings or structures presently located on site: none
8. List any buildings or structures to be erected on site: house
9. What are approximate dimensions of proposed structures? 24' x 28'
10. Indicate type of construction: ☒ Frame ☐ Brick ☐ Concrete ☐ Steel ☐ Other _____
11. List approximate new investment to be made: \$ 17,500.00
List approximate number of new employees: none
12. When does Applicant desire to occupy site? immediately

SPECIAL NOTE: Applicant should understand that any structures including grain spouts, platforms, eaves, gutters, downspouts or other appurtenances shall normally have a lateral clearance of 8½ feet from the center line of tracks and a vertical clearance of 23 feet above top of rail and in no event will statutory clearances be infringed upon except through special handling.

Jack L. Colombi /s/ By _____ Title _____
Applicant

TO BE COMPLETED BY RAILWAY REPRESENTATIVE

13. Will property be served by existing tracks, new tracks, or other? n/a
If other, give details: _____
If new track or rearrangement of existing track is required, has track application been submitted? _____
14. Does Applicant have other station property under lease? _____ Lease No. _____
15. REISSUE: This application is a request for additional property or elimination of property covered by
Lease No. _____ Dated _____
16. TRANSFER: This application covers a transfer of Lease No. 100,171 (NP) Dated 6-1-68
Issued To (b) (6)
(Please attach Lessee's copy of lease for cancellation or letter from Lessee authorizing transfer.)
17. Are there any special problems to be considered? _____
18. NEW SITE: If site is not vacant, describe encumbrances and indicate whether removal or modification will be
necessary, as well as estimated cost of same. _____

T.W. Mackenroth Superintendent
Railway Representative Title

TO BE COMPLETED BY RAILWAY AREA SALES MANAGER

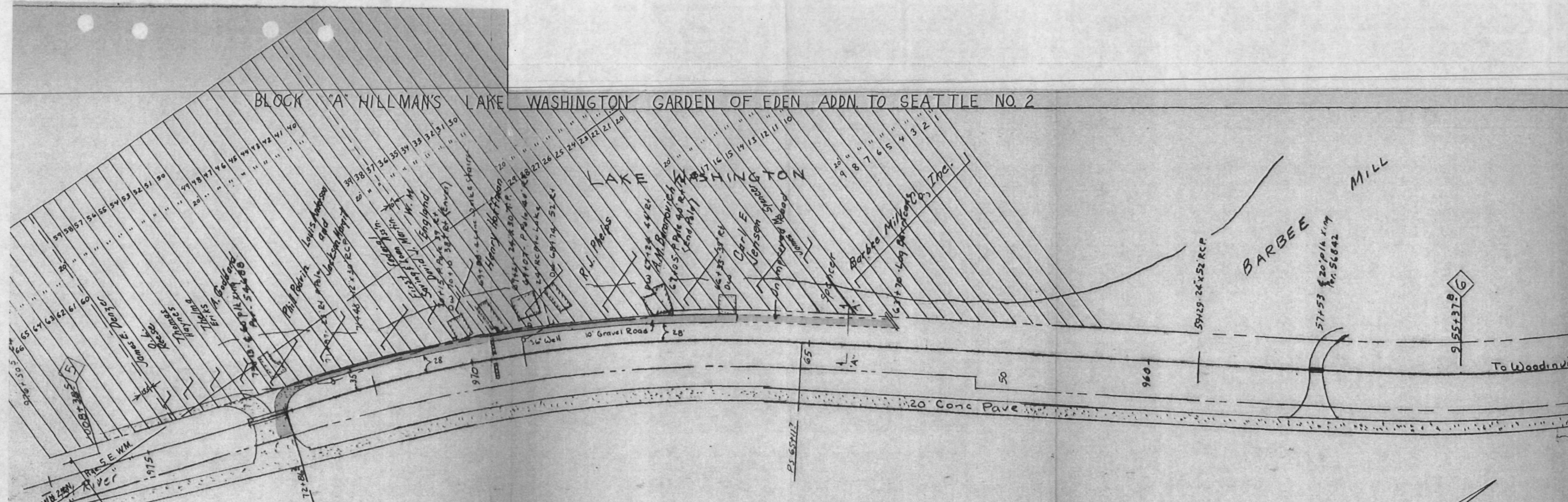
19. Number of cars handled for Applicant for each of last three years: _____
Estimated revenue for past year: \$ _____
20. Applicant's NEW traffic is estimated at _____ cars annually with estimated Burlington Northern revenue of \$ _____
List new carload commodities, type of equipment, origin or destination for each.

APPLICATION APPROVED

T.W. Mackenroth 8-2-74
Division Superintendent 10-18-73 Date
[Signature] 8-5-74 Date
Area Sales Manager 8/10-19-73 Date

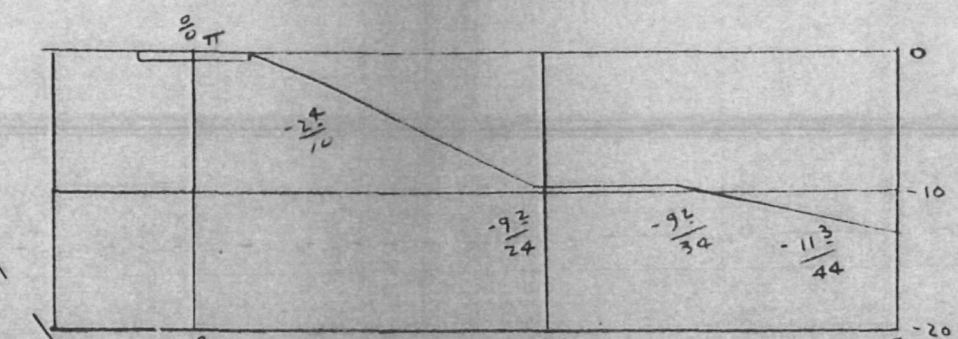
[Signature] 8/6/74
Regional Manager-Ind. Dev. Date
[Signature]
General Manager Leases Date

HAS FORM BEEN COMPLETELY FILLED OUT AND ALL SUPPLEMENTAL SHEETS ATTACHED TO EACH COPY?



LOCATION PLAN
Scale 1" = 100'

SEC. 31 TWP. 24N. SEC. 32
E.W. River
SEC. 32



SECTION 'A-A'
Scale 1" = 10'

PROFILE "A"

N.P. RY. CO.
TACOMA DIVN 11th Sub
WASHINGTON No. 8A

QUENDALL
Prop'd Easement to
J.M. Spencer for Road

Office Div Engr. Seattle, Wash.
As Shown Scales: 119 1968